NC DEPARTMENT OF
HEALTH AND HUMAN SERVICES

ROY COOPER • Governor
KODY H. KINSLEY • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

April 9, 2024

Greg Billings
gbillings@cvmc.us

Exempt from Review – Replacement Equipment

Record #:	**4418**
Date of Request:	March 22, 2024
Facility Name:	Catawba Valley Medical Center
FID #:	933080
Business Name:	County of Catawba
Business #:	2949
Project Description:	Replace an existing CT Simulator
County:	Catawba

Dear Mr. Billings:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the above referenced project is exempt from certificate of need review in accordance with G.S. 131E-184(7). Therefore, you may proceed to acquire without a certificate of need the Siemens Medical Solutions Somatom Go.Open.Pro CT Simulator to replace the Varian Medical Systems Acuity iX, Serial # S/N -H770300, CT simulator. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

It should be noted that the Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this office and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Ena Lightbourne
Project Analyst

Micheala Mitchell
Chief

cc: Acute and Home Care Licensure and Certification Section, DHSR
Radiation Protection Section, DHSR
Construction Section, DHSR

CATAWBA VALLEY MEDICAL CENTER

March 19, 2024

Ms. Micheala Mitchell
Chief, Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
809 Ruggles Drive
Raleigh, NC 27603

RE: Equipment Replacement at Catawba Valley Medical Center/Catawba County

Dear Ms. Mitchell:

Pursuant to NCGS 131E-184(f), Catawba Valley Medical Center (CVMC) is writing to inform you of our intent to replace the Varian Medical Systems Acuity CT simulator located in our main campus hospital facility in Hickory. CVMC requests confirmation that this equipment replacement complies with the regulations set out in NCGS 131E-184(a)(7), NCGS 131E-176(22a), and NCAC 14C .0303, as exempt from certificate of need review.

The hospital originally acquired and began using the existing Varian Acuity IX CT simulator in 2007. CVMC intends to replace the Varian CT simulator with a new Siemens Medical Solutions SOMATOM Go.Open Pro CT simulator. The Varian system has been operating daily, used for hospital patients. The CT simulator is 17 years old and has exhausted its useful life (see Attachment 1). CVMC is simply updating this important patient treatment system with newer technology that offers state-of-the-art quality of care for patients.

Via this letter, CVMC affirms that it will trade-in the Varian CT simulator for removal from operation at CVMC. Because it has exceeded its useful life, Siemens intends to scrap the Varian CT simulator. CVMC has confirmed that the replaced CT simulator will be removed from North Carolina, and will not be used again in North Carolina.

Applicable Regulations

Pursuant to NCGS 131E-184(a)(7):

"The department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, when notice includes an explanation of why the new institutional health service is required, for any of the following: … (7) To provide replacement equipment."

NCGS 131E-176(22a) states:

"(22a) Replacement equipment. – Equipment that costs less than three million dollars ($3,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced. In determining whether the replacement equipment costs less than three million dollars ($3,000,000) the costs of equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the replacement equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater. Beginning September 30, 2023, and on September 30 each year thereafter, the cost threshold amount in this subdivision shall be adjusted using the Medical Care Index component of the Consumer Price Index published by the U.S. Department of Labor for the 12-month period preceding the previous September 1."

Per NCAC 14C .0303:

"(a) This Rule defines the terms used in the definition of "replacement equipment" set forth in G.S. 131E-176(22a).
(b) "Currently in use" means that the equipment to be replaced has been used by the person requesting the exemption at least 10 times to provide a health service during the 12 months prior to the date the written notice required by G.S. 131E-184(a) is submitted to the CON Section.
(c) Replacement equipment is not "comparable" if:
(1) the replacement equipment to be acquired is capable of providing a health service that the equipment to be replaced cannot provide; or
(2) the equipment to be replaced was acquired less than 12 months prior to the date the written notice required by G.S. 131E-184(a) is submitted to the CON Section and it was refurbished or reconditioned when it was acquired by the person requesting the exemption."

Compliance

CVMC hereby certifies that:

1. The total project cost for the replacement CT simulator, including the equipment, construction, rigging and installation, and all other costs, is $1,266,444, as shown on the attached capital cost form (Attachment 2). Please see the Siemens equipment quote of $784,819 (Attachment 3). CVMC will locate the replacement CT simulator in an existing equipment room within the hospital. This site is the main campus as defined in NCGS 131E-176(14n) for Catawba Valley Medical Center (License # H0223). CVMC's contractor confirms that the projected construction cost required to accommodate the replacement CT simulator is estimated at $481,625, including labor and materials plus architect and engineering fees (Attachment 4). The cost to remove the existing Varian system from CVMC will be borne by Siemens, and Siemens is including delivery, rigging, and installation costs in the quotation for the new SOMATOM go.Open Pro CT simulator.

2. The replacement CT simulator will be installed at CVMC for the sole purpose of replacing comparable equipment currently in use, which will be relocated out of CVMC. The existing CT simulator has been used at least 10 times to provide a health service in the last 12 months. A comparison of the existing and replacement equipment is provided in the attached table (Attachment 5).

3. The replacement CT simulator is functionally similar to the existing equipment and will be used for the same therapeutic procedures as the equipment currently in use. The replacement equipment is a full-featured CT simulator, with features that do not change the basic technology or result in the provision of a new health service or type of procedure.

4. CVMC will have no increase in charges within the initial twelve months after the replacement CT simulator is acquired.

5. The average cost per procedure at CVMC will not increase by more than 10% during the initial 12 months of service as a result of the CT simulator replacement.

CVMC requests that the Division of Health Service Regulation confirm that replacement of the CT simulator as proposed herein does not constitute a new institutional health service and is exempt from certificate of need review pursuant to NCGS 131E-184(f).

Please contact me at 828.326.2765 regarding any questions concerning this request.

Sincerely,

Greg Billings

Greg Billings, MSN, RN-BC, NEA-BC
Vice President & Corporate Compliance Officer

Attachments:

1. Varian Medical Systems End-of-Life Notice
2. Project Capital Cost Form
3. Siemens Medical Solutions Equipment Quote
4. Contractor Construction Estimates
5. Equipment Comparison Table

Attachment 1

varian
A Siemens Healthineers Company

Varian Medical Systems
3100 Hansen Way
Palo Alto, CA 94304
650.493.4000
800.544.4636
varian.com

Len Hurst
Catawba Valley Medical Center
810 Fairgrove Church Rd
Hickory, NC 28602-9617

June 13, 2023

Dear Len Hurst,

Over the past several decades, Acuity™ simulators have served the radiotherapy community well, earning a reputation for quality and reliability. However, it has been decided to End of Support simulators accepted on or before December 31, 2015. This affects your Acuity S/N-H770300.

This decision was driven by several factors including:

- Cybersecurity threats, which have become one of the top 5 trends in medical devices. Microsoft issued an EOL notice for the operating system on which Acuity runs, making it more vulnerable to intrusions.
- Component obsolescence from sub-vendors impacts the ability to provide ongoing service.

Standard support for your Acuity will continue to be available until December 31, 2025. After that date, you will be offered a Limited Support program to contain costs and provide ongoing support.

A Limited Support plan means commercially reasonable efforts will be used to maintain existing systems, with the understanding that there is a global limited supply on replacement parts. There will be neither software nor hardware upgrades, excluding mandatory safety actions. As a result, there will be neither guarantees of compatibility nor interoperability with other software programs including OIS and treatment planning.

After meeting with your local Varian representative Jeff Boone to discuss the content of this notification, and begin creating a fleet plan to ensure minimum disruption to your clinic, please complete the attached Return Response form to acknowledge your receipt of this letter.

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A Siemens Healthineers Company

We are grateful for your continued partnership with Varian.

Sincerely,

Daniel Bilsky
Sr. Product Manager, Foundational Products

varian
A Siemens Healthineers Company

RETURN RESPONSE

Acuity End of Support

THIS FORM TO BE COMPLETED BY THE CUSTOMER AND VARIAN REPRESENTATIVE

Subject	Acuity End of Support
Affective Product	Acuity iX
Product Code Serial Number	H-770300
Customer/Site	CATAWBA VALLEY MEDICAL CENTER
Varian Functional Location ID	H-HICKORY -NC-US-001

I have received the Acuity End of Support letter and understand the Acuity system will reach end of support on December 31, 2025.

Customer Contact	Len Hurst
Customer Signature	Len Hurst. MS DABR
Date	6/13/23

Please sign below & return this form to your FOA.

Varian Representative Name	Jeff Boone
Varian Representative Signature	
Date	

Upon completion of this letter, return it to returnresponse@varian.com.

Attachment 2

Projected Capital Cost Form

Building Purchase Price	N/A
Purchase Price of Land	N/A
Closing Costs	N/A
Site Preparation	N/A
Construction/Renovation Contract(s)	$438,240.00
Landscaping	N/A
Architect / Engineering Fees	$43,385.00
Medical Equipment	$784,819.00
Non-Medical Equipment	N/A
Furniture	N/A
Consultant Fees (specify)	
Financing Costs	N/A
Interest during Construction	N/A
Other (specify)	
Total Capital Cost	$1,266,444.00

CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.

_____ Date Signed: _____

Signature of Licensed Architect or Engineer

CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT

I certify that, to the best of my knowledge, the projected total capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

Tracy Billings

_____ Date Signed: 03/18/2024

Signature of Officer/Agent

VP Compliance

_____

Title of Officer/Agent

Date of Last Revision: 5.17.19

Attachment 3

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Customer Number: 0000005129

Date: 03-08-2024

CATAWBA VALLEY MEDICAL CENTER
810 FAIRGROVE CHURCH RD
HICKORY, NC 28602

Siemens Medical Solutions USA, Inc. is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

Table of Contents **Page**

Contract Total: 769,804 USD
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 04-26-2024

Estimated Delivery Date: 11/2024

Estimated delivery date is subject to change based upon factory lead times, acceptance date of this quote, customer site readiness, and other factors. A Siemens representative will contact you regarding the final delivery date.

Notwithstanding anything else in this Agreement, or in any applicable group purchasing agreement terms, if Purchaser does not accept delivery within twenty-four (24) months of the date this quotation is executed, then Seller may, at its option, adjust the prices in the quotation by written notice. In such event, Purchaser will then have the option to cancel the order without payment of a cancellation charge provided Purchaser notifies Seller within ten (10) days of the date of Seller's notice of the price adjustment.

This offer is only valid if a firm, non-contingent order is placed with Siemens and a signed POS contract must accompany the equipment order.

This proposal includes an optional trade-in of equipment referenced in Trade Sheet Project #2024-0612

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Accepted and Agreed to by:

Siemens Medical Solutions USA Inc.		**CATAWBA VALLEY MEDICAL CENTER**	
By (sign):	_____	By (sign):	_____
Name:	Nick Szymarek	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.

By (Sign): _____

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Quote Nr:	**CPQ-293361 Rev. 1**
Terms of Payment:	**10% Down, 80% Delivery, 10% Installation** **Free On Board: Shipping Point**
Purchasing Agreement:	VIZIENT SUPPLY LLC VIZIENT SUPPLY LLC terms and conditions apply to Quote Nr CPQ-293361 Customer certifies, and Siemens relies upon such certification, that : (a) VIZIENT CT - XR0676 is the sole GPO for the purchases described in this Quotation, and (b) the person signing this Quotation is fully authorized under the Customer's policies to choose and indicate for Customer such appropriate GPO.

SOMATOM go.Open Pro

All items listed below are included for this system:

Qty	Part No.	Item Description
1	14486731	**VT SOMATOM go.Open Pro** Precision medicine, curative intent, and hypo fractionated treatments hold enormous potential for patients. Yet they are only possible if the treatment planning data are absolutely precise. Many patients with conditions that present major challenges miss out on the benefits because current CT simulation cannot manage individual complexities. This streamlined solution was created for one reason - to reduce errors, potentially reducing the time to treatment. The SOMATOM go.Open Pro helps minimize errors in a complex workflow using embedded hardware and software, such as the integrated lasers (option) with automated laser QA. This 128-slice simulator makes 4D techniques available for more patients by adapting to the patient's breathing pattern during the scan (option). Driven by intelligence and automation, the SOMATOM go.Open Pro simplifies your tasks and reduces the likelihood of errors, it allows to shorten your workflow and save time to focus on what matters most: your patient. The package includes - 0.5, 1.0 s rotation time - Stellar Detector - 60cm scan FOV - 85 cm bore size - SAFIRE - 75 kW (equivalent to 187 kW with SAFIRE) - Athlon™ X-ray tube - Adaptive Dose Shield - Tin Filter - Air cooling system - Ring mood lighting - Patient observation camera - 24" / 60 cm flat screen monitor - External USB 3.0 disks support - syngo System Security

Qty	Part No.	Item Description
		- Wired Remote Scan Control - Water phantom syngo System Security Modern way of guarding against malware, viruses and malicious attacks - provides functionality for user Management and flexible access control for patient data, - improves IT security, - avoids system breakdowns due to malware installations which results in higher system uptimes and reliability, - reduces risk of unwanted software installations, - supports local IT personnel, - improves system performance and robustness, - improves security for the use of external storage devices.
1	14486738	**VT Identifier SRS** Smart Remote Service (SRS) is a secured data link that connects your medical system to Siemens service experts. Via SRS, the performance and condition of your equipment can be monitored in real time. SRS makes a broad range of proactive and interactive services available. A VPN connection is to be provided by user. The Customer agrees to allow connection to Siemens' remote service diagnostic equipment to the secured telecommunications link at his own expenses. The Customer bears the cost of any technical requirements for any such connection over and beyond the actual product (e.g. establish a broadband connection).
1	14486866	**VT syngo CT VA40**
1	14486742	**VT RT Performance Package** Benefit from additional operational and clinical flexibility by configuring your CT simulator with the RT Performance package, a bundle of software and hardware options to boost your performance. - Ultra-FAST ICS - Ultra-FAST IRS - High-speed rotation time 0.35 s - High Power 70 - 10kV Steps - HD FOV (up to 85cm) - SAFIRE - CT View&GO -Sim&GO -Beam Placement tools -Contouring tools -Patient marking tools - Vessel Extension - Endoscopic View - Diameter / WHO Area - Lung Lesion Segmentation - ROI HU Threshold - Spine Ranges - Check&GO - Metal Detection -Recon&GO:

Qty	Part No.	Item Description
		-Inline Anatomical Ranges -Inline Table Removal -Inline Bone Removal -Inline Vessel Ranges -Inline Spine Ranges -Inline Rib Ranges -Multi Recon - SureView - WorkStream4D - Adaptive Signal Boost - FAST CARE - CARE kV - 10 kV steps - CARE Child - CARE Dose 4D - CARE Topo - CARE Profile - CARE Filter - CARE Bolus CT - X-CARE - FAST 4D - FAST Planning - FAST Adjust - FAST Contact - FAST ROI - DynSerio Scan - syngo System Security - myExam Compass - Interleaved Volume Reconstruction (IVR)
1	14486724	**VT 2nd Control-room Monitor** 2nd Control-room Monitor
1	14486744	**VT Scan&GO wireless edition** Including Scan&GO Tablet and wireless Remote Scan Control
1	14486802	**VT Additional Scan&GO tablet** Additional Scan&GO tablet
1	14486853	**VT UPS** UPS. An uninterrupted power supply, for the syngo Acquisition Workplace in the event of network fluctuations and brief power failures.
1	14486748	**VT Standard Patient Table RT** - Fully TG-66 compliant over the full scan range (without table extension) - Max. table load 227 kg / 500 lbs - Max. table feed speed 1-200 mm/s - Vertical table travel range 46-88.5 cm / 18”-35” (at table top) - Vertical travel speed 28.3 mm/s - Scannable range up to 160 cm /63.0” - For RT use, the scan range may vary according to RTP overlay and/or 3rd party accessory. The scan range with the Siemens Healthineers Multi-index RTP overlay ist 135cm / 53”. - For diagnostic use, the scan range can be achieved with Diagnostic table extension. (Diagnostic table extension is not compatible with RT overlays) - Positioning mattress - Restraining straps - Paper Roll Holder - RTP excellence package The RTP excellence kit contains a high accuracy installation and adjustment procedure utilizing additional installation tools and a special laser QA phantom to optimize the accuracy of the system.
1	14486752	**VT Foot Switch for Pat.Table control**

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40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Qty	Part No.	Item Description
		Foot switch for Patient table control
1	14486804	**VT Radiology Accessory kit Standard Tble** Item includes -Cushion Set for Head Holder -Head Rest
1	14486753	**VT Table Extension** Table extension (not compatible with 227kg / 307kg Multi-index RTP overlay)
1	14486755	**VT Direct Laser** Siemens unique integrated moveable laser system allows you to control the patient marking workflow with the RT dedicated tablet and avoid unnecessary switching between different devices to enter laser coordinate. Direct Laser is directly integrated at the scanner gantry, enables less error prone patient marking for an optimized simulation process. Item includes: - Direct Laser - Direct Laser QA
1	14486756	**VT Direct Laser Steering** Direct Laser steering allows for integrated control of the moveable laser system, without the need of an additional workstation. This functionality is compatible with Siemens Direct Laser (integrated moveable laser system on the gantry and associated mobile patient marking workflow) and with select LAP laser systems.
1	14486765	**VT iMAR** The iMAR metal artifact reduction algorithm combines three successful approaches (beam hardening correction, normalized sinogram inpainting and frequency split). This allows to reduce metal artifacts caused by metal implants such as coils, metal screws and plates, dental fillings or implants. iMAR is compatible with extended FoV, the extended CT scale as well as the newest dose reduction feature. Along with the new algorithm comes the simple user interface of iMAR enabling easy reconstruction of clinical images with reduced metal artifacts. iMAR only requires to select the desired protocol from a drop down menu which contains the following type of implants: - Dental fillings - Neuro coil - Thoracic coil - Hip implants - Extremity implants - Pacemakers - Spine implants - Shoulder implants
1	14486762	**VT TwinSpiral Dual Energy** The accuracy of target delineation is limited by the lack of soft-tissue contrast on CT. A new holistic solution for spectral imaging is introduced. TwinSpiral Dual Energy scan mode offers the possibility to acquire two consecutive spiral data sets at different energies and the two different kV levels with independent mAs modulation deliver a combination of both morphological and functional information within one examination. This new form of dual-energy acquisition uses Tin Filter to achieve optimal spectral separation and can help to improve tumor delineation and reduce target margins in RT Planning.
1	14486757	**VT Respiratory Motion Management** - Various acquisition modes and protocols accommodate for a wide range of respiratory patterns and workflows. Following functionalities are supported.

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Qty	Part No.	Item Description
		- Up to 300 seconds scan time in respiratory motion management acquisition. - Supports retrospective modes including phase and amplitude reconstructions - Supports the automatic creation of - Average CT (tAverage) - temporal MiniIP (tMinIP), - temporal MaxIP (tMaxIP) - the easy generation via reconstruction - Quantitative 4D assessment of 3D tumor trajectory and amplitude and semi-automatic calculation of the mid-ventilation phase - Contouring propagation to each phase via deformable registration - 8 series display
1	14486758	**VT Direct i4D** During respiratory gated acquisitions, 75% of the patients breathe irregularly, which leads to artifacts. Direct i4D is Siemens Healthineers' answer to this untackled challenge. The intelligent sequential acquisition and reconstruction adapts to individual breathing pattern in real time under free breathing. With this solution we are able to reduce gap image artifacts up to 85%. Prerequisite: - Respiratory Motion Management. - Online mode required (Anzai or Varian RGSC gating system required)
1	14486759	**VT Varian RGSC interface** Software license and cable to connect to Varian RGSC gating device
1	14486747	**VT Earthquake kit** Gantry Earthquake Proof Kit
1	14486782	**VT Storage Box** Additional ergonomic storage boxes at the side of the patient table.
1	14486761	**VT Open Interface** Interface kit and software license to connect an external respiratory device that supports Open Interface.
1	CTH_PM	**CTH Project Management**
1	CTH_STD_RIG_INST	**CTH Standard Rigging and Installation**
1	CTH_BTL_INSTALL	**CTH Standard Rigging and Installation**
1	CTH_ESS_LV1	**Essential Education Level 1 (CTH)** This Essential Education Bundle provides system training in a blended learning environment using training modules (typically 1 hour): - Clinical Education Specialist led online education consult and education planning/deployment up to 4 hours - Siemens PEPconnect online learning platform based education plan deployment / management - Online protocol development up to 25 protocols using SmartSimulator and physics commissioning/education for up to 4 hours - Online Seamless transition workshop for education of up to 6 users using SmartSimulators - Essential Onsite Training Part 1 - Up to 24 hours of onsite education for up to 8 users - Essential Onsite Training Part 2 - Up to 16 hours of onsite education for up to 8 users - Ongoing online instructor-led training subscription using SmartSimulators or Smart Remote Services for one year

Qty	Part No.	Item Description
		- PEPconnections supported on-going training and competency plan management This Educational offering must be completed by the later of (12) months from install end date or purchase date. If training is not completed within the applicable time period, Siemens Healthineers obligation to provide the training will expire without refund.
1	PSPD250480Y3K	**Surge Protective Device (SPD)**
1	4SPAS014	**Low Contrast CT Phantom & Holder**
1	CT_LUNGIMAGINGGO	**Lung Imaging** Lung Imaging Go: For well over a decade, CT has been recognized and used as the standard of care for lung nodule visualization and sizing. This is due to CT's spatial resolution, geometric accuracy, and ability to create various reconstructions and 3D views. The high contrast environment in the chest between the lungs and the nodules makes for a relatively easy visualization task for clinicians using CT images. Recent advances in CT technology have allowed these scans to be effectively performed at lower doses, higher resolutions, and faster scan times. The SOMATOM go.Platform leverages Tin Filter Technology to further enhance the delivery of low dose lung cancer screening for high risk populations*. The SOMATOM go scanners are delivered with specific scan protocols to provide low dose lung cancer screening exams that use Siemens-exclusive Tin Filter Technology to reduce unnecessary radiation. These default protocols also utilize Siemens proprietary dose reducing features such as CARE Dose4D™, automatic exposure control technology, that further modulates and adapts dose for every patient, for high image quality at low dose. The SOMATOM go scanners come with default low dose lung imaging protocols below 1 mSv. *As defined by professional medical societies.
1	ACCESS_PROTECT	**Access Protection** Scan Protocols are password protected allowing only authorized staff members to access and permanently change protocols
1	CARE_DOSE4D	**CARE Dose4D** CARE Dose4D delivers the highest possible image quality at the lowest possible dose for patients - maximum detail, minimum dose. Adaptive dose modulation for up to 60% dose reduction
1	CARE_DOSE_CONFIG	**CARE Dose Configurator** CARE Dose Configurator: Enhancement of Siemens‘ renowned real-time dose modulation CARE Dose4D, introducing new reference curves for each body region and for each body habitus allowing to adjust the configuration even more precisely to the patient‘s anatomy.
1	CARE_BOLUS	**CARE Bolus** Operating mode for CM-enhancement-triggered data acquisition.
1	DICOM_SR	**DICOM SR Dose Reports** DICOM structured file allows for the extraction of dose values (CDTIvol, DLP)
1	DOSELOGS	**DoseLogs** Whenever a dose limit exceeds the established reference dose levels (Dose Notification and Dose Alert) a report is automatically created on the system, enhancing your ability to track radiation dose.
1	DOSE_ALERT	**Dose Alert** Dose Alert: Dose Alert automatically adds CTDIvol and DLP values depending on z-position (scan axis). The Dose Alert window appears, if either of these cumulative values exceeds a user-defined threshold.
1	DOSE_NOTIFICATION	**Dose Notification** Dose Notification: Dose Notification provides the ability to set dose reference values (CTDIvol, DLP) for each scan range. If these reference values are exceeded the Dose Notification window informs the user.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

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Qty	Part No.	Item Description
1	NEMA_XR-29	**NEMA_XR-29 Standard** This system is in compliance with NEMA XR-29 Standard Attributes on CT Equipment Related to Dose Optimization and Management, also known as Smart Dose.
1	SURE_VIEW	**SureView** Provides exceptional image quality at any pitch setting, enabling you to scan faster because you can scan at any pitch without degrading image quality
1	CT_GO_STELLAR	**Stellar Low Noise Technology Detector** The Stellar detector's high-end technology includes fully integrated components. As a result, Stellar detector technology keeps electronic noise low, increases dose efficiency and improves spatial resolution. The smart configuration of the detector elements simplifies access, eases maintenance, and increases scanner uptime. For SOMATOM go scanners, the Stellar detector features a 3D anti-scatter collimator for even more efficient optimization of X-ray energy.
1	SYNGO_VRT	**syngo VRT** Advanced 3D functionality as an extension to the basic 3D viewer, containing volume rendering technique (VRT) and advanced editing functions.
1	SYNGO_BONE_REMOVAL	**syngo Bone Removal** Simple, automated bone removal functionality for the syngo 3D application. Preconfigured algorithms for angiography and hip/pelvis fracture scenarios are included to facilitate fast removal of bone structure for three dimensional presentation and analysis of CT data.
1	WORKSTREAM 4D	**Workstream4D** WorkStream 4D further enhances the already superb workflow of SOMATOM CT scanners by offering direct generation of sagittal, coronal, oblique or double-oblique reconstructed images directly from CT raw data as part of the CT protocol.
1	CTH_ADD_RIGGING	**Additional Rigging CTH $3,500**
1	SIE002004004	**VCD Couch Mount for Qfix Quantum™** Visual Coaching Device (VCD) couch mount hardware upgrade for Qfix Quantum™ couchtop overlay
1	QFRT4550SS4	**Quantum Overlay - short** At 51.4 cm (20.25 in.) wide and 1.6 cm (5/8 in.) thick, this overlay is narrower and thinner than most other indexed CT Overlays. The thinner profile, coupled with the chamfered edge indexing design, allows the cradle to be positioned up to 3.5 cm lower in the bore, thus increasing the field of view. Overlay comes with 2 lok-bars. Includes one year warranty through Qfix. Also includes an installation manual and phone support from Qfix.

System Total **769,804 USD**

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

OPTIONS on Quote Nr : CPQ-293361 Rev. 1

OPTIONS for SOMATOM go.Open Pro

All items listed below are OPTIONS and will be included on this system ONLY if initialed: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	14486767	**VT CARE Contrast III** CARE Contrast is an integrated solution for a simplified bolus injector coupling due to synchronized scanning and contrast injection.	**+ 7,956 USD**	_____
1	BFLEXOCS_S	**BAYER MEDRAD Stellant Flex - ceiling** Stellant Flex ceiling mounted injector with workstation, NO Informatics, but is Informatics ready. Includes Stellant Flex ceiling mounted injector w/short post (580 mm) and ceiling plate; workstation; installation and warranty through Bayer. This post length is recommended for rooms with a floor to structural ceiling height of approximately 9 or 9.5 feet.	**+ 39,352 USD**	_____
1	B2ISI900SN	**Medrad ISI900 interface, POS**	**+ 7,176 USD**	_____
1	CTH_DEINSTALL_EQ	**Deinstallation of Equipment - CT $15,014**	**+ 15,014 USD**	CS
1	CTH_TRADEIN_ALLOW	**CTH Trade-in-Acquity, Proj #2024-0612, Deinstall/expire date 8/2024, ($1)**	**+ -1 USD**	CS

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

FINANCING: The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES: Don't forget to ask us about our line of OEM imaging accessories to complete your purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessories catalog, please call us directly at 1-888-222-9944 or contact your local Sales Representative.

COMPLIANCE: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our communication channel “Let Us Know”.

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Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. These terms and conditions constitute an integral part of any contract between Seller and Purchaser identified on the first page hereof and shall govern the sale of the products identified in such contract ("Products"). Purchaser acknowledges that this is a commercial and not a consumer transaction. Purchaser shall be deemed to have assented to, and to have waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.**1.2 Refurbished/Used Products.** For Products identified on this Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, such Products will perform in accordance with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the availability of such Products to Purchaser cannot be guaranteed. If the Products are no longer available, Seller will use its best efforts to identify other suitable products in its inventory. If substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the quotation. **1.3 Third Party Products.** If this Agreement includes the sale of third party products not manufactured by Seller, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit and convenience of Purchaser, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (e) use of the products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by the manufacturer; and (f) unless otherwise indicated by Seller in writing, Seller is not responsible for any required installation, validation, product recall, warranty service, maintenance, complaint handling, or any other applicable FDA regulatory requirements, and the Purchaser will look solely to the manufacturer regarding these services and will assert no claim against Seller with respect to these products.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller and amounts payable by Purchaser are in U.S. dollars, and include Seller's standard packaging. The prices quoted to Seller assume that the Seller is located in, and will use the Products in, the U.S. If not, such quotation will be void. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.**2.2 Delay in Acceptance of Delivery.** Should the agreed delivery date be postponed by Purchaser, Seller shall have the right to deliver the Products to storage at Purchaser"s risk and expense, and payments due upon delivery shall become due when Seller is ready to deliver.

3. TAXES

3.1 Any sales, use or manufacturer"s tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee (excluding the Medical Device Excise Tax as set forth in Section 4191 of the Internal Revenue Code of 1986, as amended) required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Unless otherwise set forth in the quotation, Purchaser shall pay Seller as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty

(30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery is received. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.**4.2 Late Payment.** A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser"s outstanding balance which is not paid when due. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment.**4.3 Payment of Lesser Amount.** If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment shall not constitute or be construed other than as on account of the earliest amount due Seller. No endorsement or statement on any check or payment or elsewhere shall constitute or be construed as an accord or satisfaction. **4.4 Where Payment Due Upon Installation or Completion.** Should any terms of payment provide for either full or partial payment upon completion of installation or thereafter, and completion of installation is delayed for any reason for which Seller is not responsible beyond the installation date set forth in the Notice to Manufacture Letter issued by Seller, as applicable, then the balance of payments shall be due on the day following such installation date.**4.5 Default; Termination.** Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment when due; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of written notice from Seller; or (iii) the commencement of any insolvency, bankruptcy or similar proceedings by or against Purchaser. Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement; (e) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees); and Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products. In addition, Seller may terminate this Agreement upon written notice to Purchaser in the event that Purchaser is not approved for credit or upon the occurrence of any material adverse change in the financial condition or business operations of Purchaser.**4.6 Financing.** Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

5. EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall have sole responsibility to procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.**5.2** Purchaser agrees that Products shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with applicable export Control and US Sanction laws and regulations. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser shall pay to Seller the difference between the domestic price and the international retail price of such Product. Purchaser shall deliver to Seller, upon Seller's request, written assurance regarding compliance with this Section in form and content acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. Delivery and installation dates will be established by mutual agreement of the parties as set forth in the Notice to Manufacture Letter issued by the Seller, as applicable. Seller shall make reasonable efforts to meet such delivery date(s).**6.2 Risk of Loss;**

Title Transfer. Unless otherwise agreed to in writing, the following shall apply: (a) For Products that do not require installation by Seller, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser. (b) For Products that require installation by Seller, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; whereupon title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of delivery. (c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making any insurance claim.

7. SECURITY INTEREST/FILING

7.1 Purchaser grants to Seller a security interest in the Products until payment in full by Purchaser. Purchaser shall sign any financing statements or other documents necessary to perfect Seller's security interests in the Products. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon Seller's written agreement.**8.2** Orders accepted by Seller are non-cancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services completed by Seller; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment.**8.3** Seller reserves the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE

9.1 Seller shall not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God or the public, war, civil commotion, blockades, embargoes, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. The final assembled Products shall be new although they may include certain used, reworked or refurbished parts and components (e.g., circuit boards) that comply with performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference ("Product Warranty"), the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with Section 12.5 hereof (which date shall be confirmed in writing by Seller) or first patient use, and shall continue for twelve (12) consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer"s warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser,

unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Products during the term of the warranty.**10.2** No warranty extended by Seller shall apply to any Products which have been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied parts, equipment or software without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment, parts or software including, but not limited to, problems with the Purchaser's network; or which have been damaged from the use of operating supplies or consumable parts not approved by Seller. In addition, there is no warranty coverage for any transducer or probe failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, delamination from cleaning with inappropriate solutions, or TEE bite marks. Seller may effectuate any repairs at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the non-complying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty.**10.3** This warranty is made on condition that immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser"s claim is covered under the terms of the warranty (i.e., that the noncompliance is due to traceable defects in original materials and/or workmanship).**10.4** Purchaser shall provide Seller with both on-site and remote access to the Products. The remote access shall be provided through the Purchaser's network as is reasonably necessary for Seller to provide warranty services under this Agreement. Remote access will be established through a broadband internet-based connection to either a Purchaser owned or Seller provided secure end-point. The method of connection will be a Peer-to-Peer VPN IPsec tunnel (non-client based) with specific inbound and outbound port requirements.**10.5** Warranty service will be provided without charge during Seller"s regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed outside these hours, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.**10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.10.7** In the event of any inconsistencies between the terms of this Section 10 and the terms of the Product Warranty, the terms of the Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products. The foregoing limitation of liability shall not apply to claims for bodily injury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect.**11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY**

OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.**12.2 Installation by Seller.** If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in Section 12.3 below, Seller shall install the Products and connect them to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller‘s technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.**12.3 Purchaser"s Obligations.** Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, Purchaser shall provide free access to the installation site and, if necessary, safe and secure space for storage of Products and equipment prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure that its premises are free of hazardous conditions and any concealed or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of any hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser"s responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings. If local labor conditions, including a requirement to use union labor, require the use of non-Seller employees to participate in the installation of the Product or otherwise causes delays or any additional expenses, then any such additional costs shall be at Purchaser’s expense. **12.4 Regulatory Reporting.** In the event that any regulatory activity is performed by anyone other than Seller’s authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting requirements.**12.5 Completion of Installation.** Installation shall be complete upon the conclusion of final calibration and checkout under Seller’s standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery shall constitute completion of installation.

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Products, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. Provided that Purchaser gives Seller information, assistance and exclusive authority to evaluate, defend and settle such claims, Seller shall at its own expense and option: indemnify and defend Purchaser against such claims; settle such claims; procure for Purchaser the right to use the Products; or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser shall return the Products to Seller and Seller shall refund to Purchaser the purchase price paid by Purchaser less

reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.**13.2 Infringement by Purchaser.** If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void.

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or other technical information supplied by Seller to Purchaser in connection with the sale of the Products shall remain Seller's property and shall at all times be held in confidence by Purchaser.**14.2** For all Products which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule attached hereto.**14.3** Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ASSIGNMENT

15.1 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other, which shall not be unreasonably withheld. Any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

16. COSTS AND FEES

16.1 In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party shall be entitled to recover from the other party all reasonable attorneys' fees incurred, together with such other expenses, costs and disbursements as may be allowed by law.

17. MODIFICATION

17.1 This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 This Agreement shall be governed by the laws of the state where the Product(s) will be installed, without regard to that state's choice of law principles.**18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.**

19. COST REPORTING

19.1 Purchaser agrees that it must fully and accurately report prices paid under this Agreement, net of all discounts, as required by applicable law and contract, including without limitation 42 CFR §1001.952(h),in all applicable Medicare, Medicaid and state agency cost reports. Purchaser shall retain a copy of this Agreement and all other communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

20. INTEGRATION

20.1 These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire, complete and exclusive statement of agreement with respect to the subject matter hereof, and supersede any and all prior agreements, understandings and communications between the parties with respect to the Products. Purchaser's additional or different terms and conditions stated in a purchase order, bid documents or any other document issued by Purchaser are specifically rejected

and shall not apply to the transactions contemplated under this Agreement.

21. SEVERABILITY; HEADINGS
21.1 No provision of this Agreement which may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and have no substantive effect.

22. WAIVER
22.1 No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES
23.1 Any notice or other communication under this Agreement shall be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof.

24. RIGHTS CUMULATIVE
24.1 The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in any way limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION
25.1 Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease-back financings).

26. ACCESS TO BOOKS AND RECORDS
26.1 To the extent required by Section 1861(v)(1)(I) of the Social Security Act and the regulations promulgated thereunder, until the expiration of four (4) years after the furnishing of any Product or service pursuant to this Agreement, Seller shall make available, upon written request by the Secretary of Health and Human Services (the “Secretary”), or upon request by the Comptroller General (the “Comptroller”), or any of their duly authorized representatives, copies of this Agreement and any books, documents, records or other data of Seller that are necessary to certify the nature and extent of any costs incurred by Purchaser for such Products and services. If Seller carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, Seller will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any Product or service pursuant to said contract, the related organization will make available upon the written request of the Secretary or the Comptroller, or any of their duly authorized representatives, copies of records of said related organization that are necessary to certify the nature and extent of cost incurred by Purchaser for such Product or service.

27. DISPOSITION OF PRODUCTS
27.1 Purchaser expressly agrees that should Purchaser sell, transfer or otherwise dispose of the Products, Purchaser shall notify Seller in writing and give Seller the opportunity to purchase such Products. With Purchaser’s notice, Purchaser shall provide Seller with a copy of the third party’s binding offer to purchase the Products and Seller shall have seven (7) days to notify the Purchaser of an offer to purchase the Products.
05/15 Rev.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

Software License Schedule
to the Siemens Medical Solutions USA, Inc General Terms and Conditions

1. DEFINITIONS: The following definitions apply to this Schedule:

"**Agreement**" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"**Licensor**" shall mean Siemens Medical Solutions USA, Inc.
"**Licensee**" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"**Software**" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"**Documentation**" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"**Designated Unit**" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
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Revised 03/15/05

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

This Quotation includes the trade-in equipment described herein and referenced by either the Project Number identified in the Quotation hereof (non-Ultrasound) or the Trade In Part Number (Ultrasound) as further described in the associated Trade Sheet which is incorporated herein by reference. Purchaser certifies that the description of the trade-in equipment as set forth on the Trade Sheet is a true and accurate representation of the equipment, and that the equipment is in good working condition unless otherwise noted on the Trade Sheet.

The trade-in equipment must be made available for removal no later than turnover of the new equipment. Purchaser must vacate the room of all items not listed on the Trade Sheet, or otherwise clearly identify all items listed on the Trade Sheet, prior to the start of the de-installation. If this is not done, Seller will have no liability for items which are subsequently removed or scrapped. If the de-installation or return of the trade-in equipment is delayed by Purchaser for reasons other than a force majeure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on the Trade Sheet are not made available at the time of de-installation, then trade-in value will be re-evaluated and any loss in value or additional costs incurred by Seller shall be deducted from the established trade-in value and the pricing set forth on this Quotation will be adjusted by change order. In the event that access to the non-ultrasound trade-in equipment is denied past 14 days from turnover, or access to ultrasound trade-in equipment is denied past 30 days from turnover, then Purchaser shall pay to Seller a rental fee in the amount 3.5% of the total trade-in value plus any additional value provided by an Elevate/Promotional program included in this quotation (no less than $1000) for each month, or part thereof, that access is denied. In addition, if the purchase and installation of the new equipment covered by this Quotation is not completed, then Seller shall invoice Purchaser for all costs and expenses incurred by Seller in connection with the de-installation and removal of the trade-in equipment, including but not limited to labor, materials, rigging out, and transportation, which costs shall be paid by Purchaser within thirty (30) days of the invoice date.

Purchaser further acknowledges and agrees that (i) the trade-in equipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and that upon request, it will execute a bill of sale or other documents reasonably satisfactory to Siemens to transfer title and ownership of the equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected health information and any other confidential information from the equipment prior to de-installation, without damaging or cannibalizing the equipment or otherwise affecting the operation of the equipment in accordance with its specifications, (iii) any radioactive sources and other hazardous materials are removed from the equipment (iv) equipment has been wiped down and decontaminated of any blood or other potentially infectious materials (v) the equipment, including all updates, upgrades, modifications, enhancements, revisions, software, S/W disks and manuals, shall be returned to Siemens in good operating condition, reasonable wear and tear excepted, and (vi) to the extent not prohibited by applicable law, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses (including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply with item (i) above.

FOR MR SYSTEMS: cryogen levels must be least 65% upon time of de-installation. FOR MOBILE SYSTEMS: system must be road worthy and a state issued title transferring ownership to Seller (or Designee) must be received prior to the removal of the mobile system. FOR MODALITY TRADE SYSTEMS (non-ultrasound): The trade-in equipment must be available for inspection within two weeks of the scheduled de-installation date. In addition, Purchaser must provide a clear path for the removal of the trade-in equipment and on the date of de-installation after final inspection and test by the Seller (or Designee) has occurred, the Purchaser must supply licensed tradespeople to disconnect the power and plumbing (including draining and removing and disposing of any hazardous materials including, but not limited to glycol from the chiller and oil from the transformer and radioactive sources, as examples.) Any additional costs due to the need to use a larger rig (other than a standard 80 ton rig), as well as any construction activities, street closings, permits, etc., required to de-install/remove the equipment are out-of-scope costs and will be the responsibility of Purchaser. FOR MI SYSTEMS: it is the Seller's sole responsibility to (i) ensure that all radioactive sources and identifying labels are removed from the trade in equipment prior to de-installation; and (ii) for arranging and covering any associated costs and scheduling of service companies required to complete such work. FOR ULTRASOUND SYSTEMS – Purchaser may provide transducers with the ultrasound unit being traded in, but will not receive additional credit for such transducers.

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Nick Szymarek
nikolas.szymarek@siemens-healthineers.com

CTH Warranty Information

Product	**Period of Warranty**	**Coverage**	Comment
(New systems and "ECO" Refurbished Systems Only) **CT Systems** SOMATOM.go.Sim SOMATOM Go. Open Pro SOMATOM Confidence 64 RO SOMATOM Confidence 20 RO CT System (not including consumables)	12 months	Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday [2]	SOMATOM.go requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option. No SRS requires unlimited tube coverage for contract term if purchased.
The parts warranty below only applies to bought parts, not to replacement parts provided pursuant to a warranty. Repairs or replacements shall not interrupt, extend, or prolong the term of the warranty.			
Straton	Prorated to a maximum of 160,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (160,000 – scan-seconds used)/160,000*100
Chronon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Athlon tubes	Prorated to a maximum of 100,000 scan-seconds or 12 months whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (100,000 – scan-seconds used) / 100,000*100
Consumables	Refer to warranty of consumable item		
Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.			
Items above	As described above, but parts only	As described above, but parts only	As described above, but parts only
Spare Parts	6 months	Parts only	

Siemens Medical Solutions USA, Inc.
40 Liberty Boulevard, Malvern, PA 19355

SIEMENS REPRESENTATIVE
Nick Szymarek
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MR Warranty Information

Product (New Systems and "ECO" Refurbished Systems Only) MAGNETOM VIDA MAGNETOM SOLA MR System (not including consumables)	**Period of Warranty**[1] 12 months	**Coverage** Full Warranty (parts & labor) Principal Coverage Period 8am-5pm Monday through Friday [2]	MAGNETOM Sempra requires Smart Remote Services (SRS) Connection prior to system installation or requires purchase of "No SRS" option.

Post-Warranty (after expiration of system warranty) – Replacement of parts prorated only. Does not include labor.			
Magnet	12 months	Parts only	
Spare Parts	6 months	Parts only	
Consumables	Refer to warranty of consumable item		

Attachment 4

Revels Contracting Services, Inc.
5620 Gallagher Drive Gastonia, NC 28052
704-864-2000

Jeff Ayers
Len Hurst

Tuesday, February 20, 2024

Catawba Valley Health System
Hickory, NC

Siemens Somatom Go.Open Pro with Varian Identify & Respiratory Gating Renovation:

Jeff/Len,

Revels Contracting Services, Inc. appreciates the opportunity to bid this project. This price is based on Preliminary Drawing #2205411RB dated 12/28/22, Typical Drawing #19078 No Date, Varian IDENTIFY Product Planning Guide dated 09/22, Varian RESPIRATORY GATING FOR SCANNERS (RGSC) Product Planning Guide dated 02/21, and a site visit. This price is **strictly budgetary**, pending final drawings and/or agreement on the Scope of Work.

This price does not include any medical equipment, nor the transportation, and/or the installation of such equipment.

Material and Labor:

All for the Sum of = **$438,240.00** **(Does Not Include Options)**
(Includes $15,000 Structural Contingency)
Four Hundred Thirty Eight Thousand Two Hundred Forty Dollars

Option #1: **Provide and install 6) 2x4 LED lights and 4) LED dimmable can lights with dimmer switches in procedure room/control room.**
All for the Sum of = **$9,585.00** **(If Option #1 is Taken - Add Amount to Total)**
Nine Thousand Five Hundred Eighty Five Dollars

The length of the construction portion of this project will be approximately **9 weeks** with the provision that RCS, Inc. will have full access to the construction area for the full length of the proposed construction timeline without any interference from other sources such as de-installing or installing medical equipment, or facility performed work.

This price is good for: **90 days** Expiration date of: **May 20, 2024**

If you have any questions or if we can be of any further assistance, please do not hesitate to contact us at your earliest convenience. Again, we appreciate this opportunity and look forward to working with you in the very near future.

Sincerely,

Jodie Landsteiner
Account Manager
Revels Contracting Services, Inc.

Accepted by:_____
Title:_____
Date: _____
P.O. #:_____

Revels Contracting Services, Inc.
5620 Gallagher Drive Gastonia, NC 28052
704-864-2000

February 20, 2024

Divisional Breakdown of Cost

Catawba Valley Health Systems

Hickory, NC

Site Preparation for the Installation of Siemens Somatom Go.Open Pro with Varian Identify & Respiratory Gating, Room # CT Simulator

Division 0 -	Special Sections	$43,385.00
Division 1 -	General Requirements	$38,051.00
Division 1a -	Payment & Performance Bond	$0.00
Division 2 -	Existing Conditions	$6,963.00
Division 3 -	Concrete	$129,374.00
Division 4 -	Masonry	$0.00
Division 5 -	Metals	$4,528.00
Division 6 -	Wood, Plastics & Composites	$20,315.00
Division 7 -	Thermal & Moisture Protection	$364.00
Division 8 -	Openings	$0.00
Division 9 -	Finishes (Interior Finishes)	$26,723.00
Division 10 -	Specialties	$583.00
Division 11 -	Equipment	$0.00
Division 12 -	Furnishings	$0.00
Division 13 -	Special Construction	$12,593.00
Division 14 -	Conveying Equipment	$0.00
Division 21 -	Fire Suppression	$0.00
Division 22 -	Plumbing	$0.00
Division 23 -	Heating, Ventilating & Air Conditioning	$26,402.00
Division 26 -	Electrical	$113,959.00
Division 27 -	Communications	$0.00
Division 28 -	Electronic Safety & Security	$0.00
Division 31 -	Earthwork	$0.00
Division 32 -	Exterior Improvements	$0.00
Division 33 -	Utilities	$0.00
Division 34 -	Transportation	$0.00
	Sub Total =	**$423,240.00**
Structual Contingency for Removal of Concrete Wall =		**$15,000.00**
	Total Price (Does Not Include Options) =	**$438,240.00**

Revels Contracting Services, Inc.
5620 Gallagher Drive Gastonia, NC 28052
704-864-2000

February 20, 2024

Scope of Work
Catawba Valley Health Systems
Hickory, NC

Siemens Somatom Go.Open Pro with Varian Identify & Respiratory Gating Renovation:

The Summary of Work for this construction project includes:

Division 1 - General Requirements
1. Provide Sealed A&E Drawings.
2. Provide a Site Superintendent and Project Management.
3. Provide Closeout Documentation prior to patient use.
4. Provide daily and final clean-up of the construction area.
5. Provide Local Permitting & Inspections.

Division 2 - Existing Conditions
1. This project has selective demolition including concrete, millwork & millwork outside procedure entrance (control countertop and l-shaped millwork), wall, flooring, acoustical ceiling, and HVAC.
2. Provide adequate dust protection and air filtration using Scrubbers with HEPA filters.

Division 3 - Concrete
1. Provide GPR of floor as necessary for new equipment.
2. Provide saw cutting of concrete as necessary for new conduits for new equipment.
3. Saw cut Acuity Base Frame and Concrete Pit.
4. Provide core boring as necessary for new equipment and IDENTIFY System.
5. Provide concrete to pour back pit area and saw cut areas.
6. Concrete thickness is assumed adequate to support new equipment and to remain.
7. Remove an approximate 5.5' wide x 10' tall x 3' thick portion of concrete wall. (Required by DHSRand for clinical flow.)

Division 4 - Masonry
1. No work in this contract.

Division 5 - Metals
1. Provide anchors and anchoring for base plates.
2. Provide and install 3) SGRT Camera brackets/posts, 1) Surface Camera bracket/post, 1) stellant injector post, and 1) monitor post supplied by Varian in procedure room.
3. Provide and install Palm Scanner Wall bracket supplied by Varain.
4. Provide and install In-Room Monitor Support bracket supplied by Varian.

Division 6 - Wood, Plastics & Composites

1. Provide and install a 6' and 3' laminate base cabinet x 18" deep x 42" tall outside procedure room.
2. Provide and install a 6' laminate base cabinet with single drawer and open knee space under a solid surface countertop.
3. Provide and install an 8' laminate overhead cabinet outside of procedure room.
4. Provide and install 9'-6" x 6'-0" l-shaped solid surface countertop with screen cutout and protective plexi-glass outside procedure room.
5. Provide and install an approximate 7' solid surface countertop with keyboard tray and laminate shelf under for CPU in control area.
6. Provide and install a 5'x5' laminate wall shelving unit in procedure room.
7. Prefab existing cabinets are to remain.

Division 7 - Thermal & Moisture Protection

1. Fire stop all penetrations related to RCS Scope of Work.

Division 8 - Openings

1. No work in this contract.

Division 9 - Finishes

1. Provide and install a new acoustical ceiling in procedure room and control room.
2. Provide leveling per vendor specifications.
3. Provide and install sheet vinyl with welded seams and flash cove in procedure room and control room.
4. Provide and install hat track and sheetrock where concrete wall was cut-down.
5. Provide and install sheetrock mudding as necessary for new sheetrock and patch and repair existing sheetrock in procedure room and control room.
6. Provide and install paint to walls, door frame, and window frame in procedure room and control room.

Division 10 - Specialties

1. Provide and install 2) corner guards new control wall.
2. Provide and install corner guards at cut-down wall.

Division 11 - Equipment

1. No work in this contract.

Division 12 - Furnishings

1. No work in this contract.

Division 13 - Special Construction

1. Existing lead door in procedure room to remain.
2. Provide and install stainless steel edge guards on procedure room door.
3. Provide and install a 39" x 39" x 1/16" lead equivalent window in new control wall.
4. Provide and install a new angled control wall with 1/16" lead.
5. Existing concrete walls and existing lead doors are assumed adequate and to remain.

Division 14 - Conveying Equipment

1. No work in this contract.

Division 21 - Fire Suppression

1. Existing sprinklers to remain.
2. No work in this contract.

Division 22 - Plumbing

1. Existing wall hung sink to remain.
2. No work in this contract.

Division 23 - Heating, Ventilating & Air Conditioning

1. Provide and install a 1.5 ton Mitsubishi supplemental wall unit in procedure room.
2. Provide and install new diffusers in procedure room/control room.
3. Provide a post test and balance.
4. Provide roof curb and pitch pocket for condenser.

Division 26 - Electrical

1. Rework and reuse existing warning lights and emergency stops and tie-in to new equipment.
2. This project has selective electrical demolition including lineside feeder wire only (leave 1-1/2" condutit), if option #1 - omit all lights, and any electrical not to be reused.
3. Rework, reuse, and add conduits, electrical duct, and electrical boxes as necessary for new equipment and for the IDENTIFY system and the Respiratory Gating System.
4. Provide and install a loadside feeder.
5. Rework, reuse, existing lineside 1-1/2" conduit and pull new lineside feeder wires for new equipment as necessary. (100 LFT maximum)
6. Provide and install dedicated feeder for the Varian IDENTIFY System junction box. (100 LFT maximum)
7. Provide and install a new HVAC feeder.
8. Provide and install new receptacles as necessary in new control wall.
9. If Option #1 is taken - Provide and install LED dimmer switches for new LED dimmable can lights.
10. Provide and install power outlets as necessary for the Varian IDENTIFY and Respiratory Gating Systems.
11. Provide and install junction boxes with 3/4" conduit stub-ups only for future IT connections. RJ45 Jacks, Cat6
12. Provide labeling for RCS installed devices.
13. Provide and install a 125 amp main panel breaker.
14. Provide and install a HVAC breaker.
15. Provide and install a dedicated receptacle breaker.
16. Provide a 125 amp main panel (125 amp shunt trip - 125 amp, 30 amp) for new equipment.
17. Existing lights to remain.
18. If Option #1 is taken - Provide and install 3) LED dimmable can lights in procedure room.
19. If Option #1 is taken - Provide and install 1) LED dimmable can lights in control room.
20. If Option #1 is taken - Provide and install 4) LED 2x4 lights in procedure room.
21. If Option #1 is taken - Provide and install 2) LED 2x4 lights in control room.
22. Provide power termination during equipment installation.
23. Provide ground impedance terst.

Division 27 - Communications

1. No work in this contract.

Division 28 - Electronic Safety & Security

1. No work in this contract.

Division 31 - Earthwork

1. No work in this contract.

Division 32 - Exterior Improvements

1. No work in this contract.

Division 33 - Utilities

1. No work in this contract.

Exclusions

The following items are specifically excluded from this RCS Proposal:

1. Asbestos testing and/or removal. (RCS will require a letter from the Owner prior to the start of construction project as to the existence of asbestos)
2. Any construction due to State, Government, or Local Code changes or upgrades.
3. Payment and Performance Bonds.
4. Any work involving concrete other than specified, millwork other than specified, doors other than specified, windows other than specified, walls other than specified, medical gas, plumbing, sprinklers, HVAC other than specified, nor electrical other than specified.
5. Any work involving vibration testing.
6. Any work involving soil testing.
7. Any work involving structural support to facility, including floor or concrete integrity, floor loading, and/or the movement of medical equipment thereof.
8. Any upgrades to existing power conditions.
9. Any work involving isolated power.
10. Any work involving emergency power.
11. **Any work involving moving any major utilities such as water, steam, chilled water, medical gas, HVAC and duct, electrical, etc. (can be completed upon a cost plus basis if required)**
12. **Any work involving major utilities under the concrete slab such as electrical, plumbing, etc.**
13. Any work involving telephones, data, intercom, music, code blue, alarms, security systems, etc.
14. Emergency power, generators, automatic transfer switch, switch gear, or UPS systems.
15. Any electrical testing and/or certification other than specified by RCS, Inc.
16. Any work involving equal potential bonding of any existing electrical panels serving the same patient care vicinity.
17. Physicist analysis and/or report of existing lead shielding; nor any work related to the results of such report.
18. Any work on involving lead on walls other than specified, ceilings and floor.
19. State plan review and/or room licensing fees.
20. Any medical imaging equipment and/or the transportation, rigging, installation, or de-installation of such equipment.
21. Any other work or services other than specified in this Scope of Work.

Qualifications

The Proposal and Scope of Work are qualified by and subject to the following:

1. This Proposal and Scope of Work is for Catawba Valley Health System.
2. Medical use equipment will be by Siemens Healthcare.
3. Architects and Engineers will be selected by RCS, Inc.
4. All work is to be performed during normal business hours.
5. This Proposal assumes that the existing floor is of adequate structural design to support the proposed new equipment.
6. A clear and unrestricted access route to and from the construction site will be provided.
7. Any changes to the Scope of Work will be by written change order, only.
8. Any delay time beyond the control of RCS, Inc. will be considered a change order and will be billed on a cost plus basis.
9. **The length of the construction portion of this project will be approximately 9 weeks with the provision that RCS, Inc. will have full access to the construction area for the full length of the proposed construction timeline without any interference from other sources such as de-installing or installing medical equipment, or facility performed work.**
10. **This price is good for: 90 Days Expiration Date of: May-20-2024**

Terms of Contract

1. **Upon signed acceptance, this Proposal and Scope of Work will become inclusive as a contract. The total sum for the project will be invoiced in progress payments. The amount of the drawings (if drawings are included) and 20% of general conditions (or 20% of project, depending on size) will be invoiced prior to work beginning. 10% retainage will be withheld and will be invoiced at the end of the project upon acceptance of the work by the owner. Any options taken will be invoiced in full upon completion of that option. All invoices will be due upon receipt.**

   Work can be scheduled for this project upon signed acceptance of this Proposal and/or the issuance of a purchase order number.

   This Proposal and Scope of Work are confidential information and are the sole property of Revels Contracting Services, Inc., exclusively.

Revels Contracting Services, Inc.
5620 Gallagher Drive Gastonia, NC 28052
704-864-2000

Jeff Ayers
Len Hurst

Tuesday, February 20, 2024

Catawba Valley Health System
Hickory, NC

A&E's ONLY for Siemens Somatom Go.Open Pro with Varian Identify & Respiratory Gating Renovation:

Jeff/Len,

Revels Contracting Services, Inc. appreciates the opportunity to bid this project. This price is for A&E Drawings ONLY for the Siemens Somatom Go.Open Pro with Varian Identify & Respiratory Gating Renovation.

Material and Labor:
All for the Sum of = **$43,385.00**
Forty Three Thousand Three Hundred Eighty Five Dollars

This price is good for: **90 days** Expiration date of: **May 20, 2024**

If you have any questions or if we can be of any further assistance, please do not hesitate to contact us at your earliest convenience. Again, we appreciate this opportunity and look forward to working with you in the very near future.

Sincerely,

Jodie Landsteiner
Account Manager
Revels Contracting Services, Inc.

Accepted by: [signature]
Title: CNO | VP
Date: 3/4/24
P.O. #:

Attachment 5

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotriptor, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	Simulator	Simulator
Manufacturer	Varian Medical	Siemens Medical
Model number	Acuity iX	Go.Open.Pro
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	S/N -H770300	RT Simulation
Is the equipment mobile or fixed?	fixed	fixed
Date of acquisition	10/30/2007	Pending
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	$984,013	$1,266,444
Total cost of the equipment	$735,000	$784,819
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	Main Campus	Main Campus
Document that the existing equipment is currently in use	Attached	NA
Will the replacement equipment result in any increase in the **average charge per procedure**?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	NA
Will the replacement equipment result in any increase in the **average operating expense per procedure**?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	NA
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	Initial patient CT simulation	NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	Initial patient CT simulation

Date of last revision: 5/17/19

From: Greg Billings
To: Lightbourne, Ena
Cc: Stancil, Tiffany C
Subject: [External] Exemption Request letter - Catawba Valley
Date: Friday, March 22, 2024 4:44:57 PM
Attachments: Catawba Valley Exemption letter CT Simulator replacement.3.21.24.pdf

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Happy Friday,

Please find an exemption letter request related to a plan replacement CT Simulator at our main campus. Please let me know if you have any questions or need anything else.

Respectfully,

Greg Billings — MSN, RN-BC, NEA-BC
Vice President and Corporate Compliance Officer
gbillings@cvmc.us | p 828.326.2765

Catawba Valley Health System
810 Fairgrove Church Rd, Hickory, NC 28602
CVMC Facebook | catawbavalleyhealth.org

Exceptional **Healthcare**. Every **Person**. Every **Time**.